

BILL NO. ^B8-97-07-03 (AS AMENDED) (AS AMENDED)

RESOLUTION NO. B-61-97

**A RESOLUTION APPROVING A CERTAIN
RENTAL AGREEMENT AT THE FORT
WAYNE POLICE OPERATIONS CENTER,
1320 EAST CREIGHTON, WITH THE FORT
WAYNE POLICE FEDERAL CREDIT UNION.**

WHEREAS, the Board of Public Works approved a certain Rental Agreement with the Fort Wayne Police Federal Credit Union on August 20, 1997; and

WHEREAS, the City of Fort Wayne desires to sublease 400 square feet of the Fort Wayne Police Operations Center, 1320 East Creighton, to the Fort Wayne Police Federal Credit Union for a tenancy period of sixteen (16) months; and

WHEREAS, said tenancy period will begin September 1, 1997; and the total lease amount for the sixteen (16) month period is \$4,000.00; and

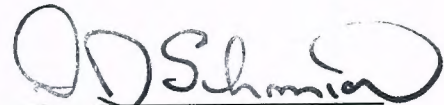
WHEREAS, said rental agreement will be renegotiated at the end of the sixteen (16) month tenancy period; and

WHEREAS, said rental agreement requires the approval of the Common Council of the City of Fort Wayne.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE
CITY OF FORT WAYNE, INDIANA:**

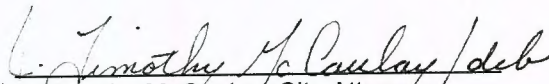
SECTION 1. That said rental agreement between the City of Fort Wayne, Indiana, and The Fort Wayne Police Federal Credit Union, (Exhibit "A" attached hereto and made a part hereof), is hereby approved by the Common Council of the City of Fort Wayne, Indiana.

SECTION 2. That this Ordinance be in effect from and after its passage and any and all necessary approval by the Mayor.



Council Member

APPROVED AS TO FORM AND LEGALITY



J. Timothy McCaulay, City Attorney

RENTAL AGREEMENT

Date: AUGUST 20, 1997

CITY OF FORT WAYNE, Landlord, hereby rents to FORT WAYNE POLICE FEDERAL CREDIT UNION, Tenant, and Tenant hereby rents from Landlord premises commonly known as 400 Square Feet in the Southwest corner on the First Floor at the Police Operations Center, 1320 East Creighton, Fort Wayne, Indiana, on a sixteen (16) month tenancy for the sum of Four Thousand Dollars (\$4,000.00), with attorney's fees in event of default. The tenancy shall commence on 09/01/97 and terminate on 12/31/98. After the initial term, Lease will be renegotiated.

The parties further agree as follows:

1. The rent shall be paid to Landlord by mailing to him at Controller's Office, Room 930, City-County Building, One East Main Street, Fort Wayne, IN 46802.
2. Utility bills including gas, electricity, water and heat shall be paid by Fort Wayne Police Department.
3. Tenant acknowledges that he has inspected the leased premises and agrees to keep them in as good condition as at the start of the lease period, except for ordinary depreciation, acts of God, fire, lightning, flood, windstorm. Tenant agrees to render normal maintenance to leased premises and to give Landlord prompt notice of any conditions which would cause waste or damage to premises.
4. Tenant agrees to notify Landlord if at any time Tenant intends to vacate the premises for a period in excess of five (5) days as a precaution against fire or other weather hazards.
5. Tenant may not sublet. Tenant may not assign this Agreement. This is the entire Agreement and no representations are made except as stated herein.
6. Tenant represents to Landlord that the premises will be used for credit union operations and offices only.
7. Additional Terms: Tenant shall maintain adequate insurance and provide evidence of the same to Landlord's Risk Management Department.

CITY OF FORT WAYNE

LANDLORD

FORT WAYNE POLICE FEDERAL
CREDIT UNION


William D. Boyer

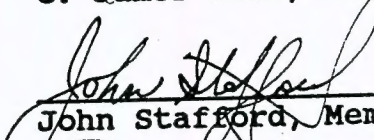
TENANT

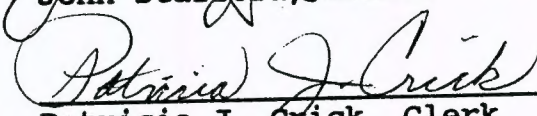
Prepared by: R. David Boyer, Attorney at Law.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

BY: Linda Buskirk, Chairman

BY: 
C. James Owen, Member

BY: 
John Stafford, Member

ATTEST: 
Patricia J. Crick, Clerk

DATE: 8/20/97

Read the first time in full and on motion by Crawford,
and duly adopted, read the second time by title and referred to the Committee on
Finance, (and the City Plan Commission for recommendation)
and Public Hearing to be held after due legal notice, at the Common Council Conference
Room 128, City-County Building, Fort Wayne, Indiana, on _____,
the _____ day of _____, 19____, at _____
o'clock _____ M., E.S.T.

DATED: 7-8-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Schmidt,
and duly adopted, placed on its passage. PASSED
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BENDER	<u>✓</u>			
CRAWFORD	<u>✓</u>			
EDMONDS	<u>✓</u>			
HALL	<u>✓</u>			
HAYHURST	<u>✓</u>			
HENRY	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			

DATED: 9-9-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana,
as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL)
(ZONING) _____ ORDINANCE RESOLUTION NO. 09-61-97
on the 9th day of September, 1997

ATTEST: Sandra E. Kennedy SEAL
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the
10th day of September, 1997,
at the hour of 11:30, o'clock _____ M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 10th day
of September, 1997, at the hour of 7:00
o'clock P M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

BILL NO. R-97-07- 03 As Amended

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CERTAIN
RENTAL AGREEMENT AT THE FORT WAYNE
POLICE OPERATIONS CENTER, 1320 EAST
CREIGHTON, WITH THE FORT WAYNE POLICE
FEDERAL CREDIT UNION.**

WHEREAS, the Board of Public Works approved a certain Rental Agreement with the Fort Wayne Police Federal Credit Union on May 28, 1997; and

WHEREAS, the City of Fort Wayne desires to sublease 400 square feet of the Fort Wayne Police Operations Center, 1320 East Creighton, to the Fort Wayne Police Federal Credit Union for one (1) year at \$600.00 per ^{year} month; and

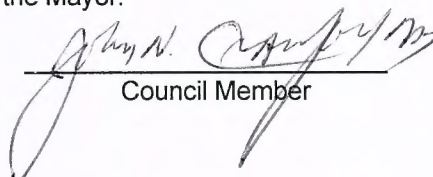
WHEREAS, said rental agreement will be renegotiated at the end of the first year; and

WHEREAS, said rental agreement requires the approval of the Common Council of the City of Fort Wayne.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY
OF FORT WAYNE, INDIANA:**

SECTION 1. That said rental agreement between the City of Fort Wayne, Indiana, and The Fort Wayne Police Federal Credit Union, (Exhibit "A" attached hereto and made a part hereof), is hereby approved by the Common Council of the City of Fort Wayne, Indiana.

SECTION 2 That this Resolution shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. TIMOTHY MCCAULEY, CITY ATTORNEY

RENTAL AGREEMENT

Date: 5/28/97

CITY OF FORT WAYNE, Landlord, hereby rents to FORT WAYNE POLICE FEDERAL CREDIT UNION, Tenant, and Tenant hereby rents from Landlord premises commonly known as 400 Square Feet in the Southwest corner on the First Floor at the Police Operations Center, 1320 East Creighton, Fort Wayne, Indiana, on a One (1) Year tenancy for the sum of Six Hundred Dollars (\$600.00) per year, payable in advance, with attorney's fees in event of default. The tenancy shall commence 12/01/96 and the first rental payment will be paid by 04/01/97. After the first year, Lease will be renegotiated.

The parties further agree as follows:

1. The rent shall be paid to Landlord by mailing to it at Controller's Office, Room 930, City-County Building, One E. Main Street, Fort Wayne, IN 46802.

2. Utility bills including gas, electricity, water and heat shall be paid by the Fort Wayne Police Department.

3. Tenant acknowledges that he has inspected the leased premises and agrees to keep them in as good condition as at the start of the lease period, except for ordinary depreciation, acts of God, fire, lightning, flood, windstorm. Tenant agrees to render normal maintenance to leased premises and to give Landlord prompt notice of any conditions which would cause waste or damage to premises.

4. Tenant agrees to notify Landlord if at any time Tenant intends to vacate the premises for a period in excess of five (5) days as a precaution against fire or other weather hazards.

5. Tenant may not sublet. Tenant may not assign this Agreement. This is the entire Agreement and no representations are made except as stated herein.

6. Tenant represents to Landlord that the premises will be

used for credit union operations and offices only.

7. Additional Terms: Tenant shall maintain adequate insurance and provide evidence of the same to Landlord's Risk Management Department.

CITY OF FORT WAYNE

FORT WAYNE POLICE FEDERAL
CREDIT UNION

BY: *Linda Baskin*
LANDLORD

BY: *William Doughty*
CHAIRMAN BOARD OF DIRECTORS
TENANT

Prepared by: R. David Boyer, Attorney at Law.

Linda Baskin AB
James Lee Jr
John Stafford J
5-28-97



T. Neil Moore
Chief of Police

FORT WAYNE POLICE DEPARTMENT

1320 E. Creighton Ave.

Fort Wayne, Indiana 46803

(219) 427-1230

Fax (219) 427-1374



Paul Helmke
Mayor

January 19, 1996

Robert T. Hoover, Esq.
Baker & Daniels
111 E. Wayne Street
Fort Wayne, IN 46802

Re: McMillen Foundation, Inc. - Police Operations Center

Dear Mr. Hoover:

In reference to Article II.1 of the Lease Agreement between the City of Fort Wayne and the McMillen Foundation, Inc., Use and Occupancy: The Fort Wayne Police Department respectfully requests that the Fort Wayne Police Department Federal Credit Union be permitted to use limited space within the building to conduct banking transactions for our employees. The Credit Union would be limited to two (2) days per week, 11:00 a.m. to 3:00 p.m. each of those days. The Credit Union will conduct business only as a satellite facility as a convenience to the officers for deposits and withdrawals. No outside business will be permitted and no facility changes will be needed.

Thank you for your consideration.

Sincerely,

Neil Moore
Chief of Police

NM:mo

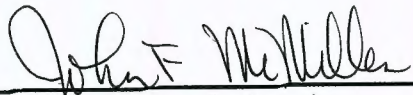


Accredited by the Commission on Accreditation for Law Enforcement Agencies, Inc.

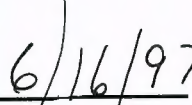
CONSENT TO RENTAL AGREEMENT

The undersigned hereby agrees and consents to certain Rental Agreement dated 5/28/97 by and between the City of Fort Wayne and Police Federal Credit Union, a copy of which is attached.

Please sign and date as your acceptance and return a signed copy. Please retain one copy for your records.



McMillen Foundation, Inc.
By: John F.
McMillen, President



Date

DIGEST SHEET

TITLE OF ORDINANCE RESOLUTION

DEPARTMENT REQUESTING ORDINANCE PROPERTY MANAGER

SYNOPSIS OF ORDINANCE APPROVES RENTAL AGREEMENT FOR 400 SQUARE FEET AT THE FORT WAYNE POLICE OPERATIONS CENTER WITH THE FORT WAYNE POLICE FEDERAL CREDIT UNION.

EFFECT OF PASSAGE RENTAL AGREEMENT IS APPROVED.

EFFECT OF NON-PASSAGE RENTAL AGREEMENT IS NOT APPROVED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS)

ASSIGNED TO COMMITTEE (PRESIDENT) _____

MEMORANDUM

To: The Members of the Common Council

From: Sandra Maldeney
City Property Manager

Re: Rental Agreement--1320 E. Creighton Avenue

Date: June 24, 1997

A rental agreement was presented to and approved by the Board of Works on May 28, 1997. Attached for your information is a copy of the 7 components agreed upon in this two (2) page agreement. The one (1) year lease states that the FORT WAYNE POLICE FEDERAL CREDIT UNION shall rent four hundred (400) square feet in the southwest corner on the First floor at the Police Operations Center, 1320 East Creighton for the sum of Six Hundred Dollars (\$600.00) per year and will be renegotiated after the first year. Utility bills shall be paid by FWPD. There is also a good condition clause, vacation procedures, a sublet clause, a use clause, and insurance coverage required by the City's Risk Management Department in this agreement.

Also, attached is a letter sent to Bob Hoover, counsel for the McMillen Foundation, owner and Landlord of the Police Operations Center requesting sublet approval. A Consent to Rental Agreement was received from John F. McMillen on June 16, 1997 approving sublet privileges to the Police Department for that space.

I will be present at Council on July 15 for discussion and any questions you may have.

cc: Paul Helmke
Greg Purcell
Payne Brown
Kathy Friend

BILL NO. R-97-07-03

Heck
August 12, 1997

REPORT OF THE COMMITTEE ON FINANCE

DONALD J. SCHMIDT - JOHN N. CRAWFORD - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN ~~(ORDINANCE)~~ (RESOLUTION) approving a certain
rental agreement at the Fort Wayne Police Operations Center, 1320 East
Creighton, with the Fort Wayne Police Federal Credit Union

HAVE HAD SAID ~~(ORDINANCE)~~ (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
~~(ORDINANCE)~~ (RESOLUTION) _____

DO PASS

DO NOT PASS

ABSTAIN

NO REC

[Signature]
Diego Hall
John A. Crawford
Debra Caber
Thomas H. Huns
John P. Henry

DATED: *9-9-97*

Sandra E. Kennedy
City Clerk